

JS 44 (Rev. 10/20)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS.**

Valley Forge Military Academy Foundation

(b) County of Residence of First Listed Plaintiff Delaware  
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorneys (Firm Name, Address, and Telephone Number)  
George B. Randolph, Esquire/David L. Black, Esquire  
Riley Riper Hollin & Colagreco  
717 Constitution Drive, Exton, PA 19341 (610)458-4400**DEFENDANTS**

Derek James Graham and Scott Newell

County of Residence of First Listed Defendant Hillsborough, NH  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" In One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" In One Box for Plaintiff and One Box for Defendant)  
(For Diversity Cases Only)

	PTF	DEF	PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" In One Box Only)

<b>PERSONAL CONTACTS</b>	<b>WORKS</b>	<b>INJURY/REMEDIAL ACTIONS</b>	<b>BANKRUPTCY</b>	<b>OTHER STATUTES</b>	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>INDIVIDUAL RIGHTS</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>PROPERTY/ROBBERY/ESCAPE</b>	<b>FAMILY RIGHTS</b>	<b>PRISONER PETITIONS</b>	<b>SOCIAL SECURITY</b>	<b>DEBT/DEBTOR ACTS</b>	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> Habens Corpus <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> Other <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWV (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
<b>IMMIGRATION</b>			<b>DEBT/DEBTOR ACTS</b>	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions  <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

**V. ORIGIN** (Place an "X" In One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Diversity 28 U.S.C. Section 1332**VI. CAUSE OF ACTION**Brief description of cause:  
Breach of Contract**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION  
UNDER RULE 23, F.R.C.V.P.DEMAND \$  
\$103,323.81CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

5/13/22

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING JFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

**1001 EAGLE ROAD, WAYNE, PA 19087**

Address of Plaintiff: \_\_\_\_\_

46 CHENEY AVENUE, PETERBOROUGH, NH 03458

Address of Defendant: \_\_\_\_\_

WAYNE, PENNSYLVANIA

Place of Accident, Incident or Transaction: \_\_\_\_\_

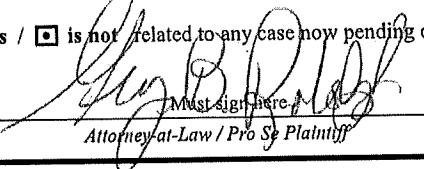
**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

I certify that, to my knowledge, the within case  is /  is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 5/13/22
  
*Must sign here*  
 Attorney-at-Law / Pro Se Plaintiff

39278

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)****A. Federal Question Cases:**

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases

(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify): \_\_\_\_\_
- 7. Products Liability
- 8. Products Liability – Asbestos
- 9. All other Diversity Cases

(Please specify): \_\_\_\_\_ Breach of Contract

**ARBITRATION CERTIFICATION**

*(The effect of this certification is to remove the case from eligibility for arbitration.)*

I, George B. Randolph, counsel of record or pro se plaintiff, do hereby certify:

- Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- Relief other than monetary damages is sought.

39278

DATE: \_\_\_\_\_

Sign here if applicable

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

VALLEY FORGE MILITARY :  
ACADEMY FOUNDATION :  
1001 Eagle Road :  
Wayne, PA 19087 : CIVIL ACTION NO.  
Plaintiff,  
vs.  
DEREK JAMES GRAHAM :  
46 Cheney Avenue :  
Peterborough, NH 03458 :  
and  
SCOTT KEITH NEWELL :  
16 Barberry Lane :  
Columbia, SC 29212 :  
Defendants.

COMPLAINT

Plaintiff Valley Forge Military Academy Foundation d/b/a Valley Forge Military Academy (“VFMA”)<sup>1</sup>, by and through its undersigned counsel, hereby complains of Defendants Derek James Graham and Scott Keith Newell as follows:

1. Plaintiff VFMA is a Pennsylvania non-profit educational institution with its principal place of business at 1001 Eagle Road, Wayne, Pennsylvania 19087. VFMA has, and operates, both an Academy (for young men in grades 7-12) as well as a junior college.
2. Defendant Derek James Graham (“Graham”) is an adult individual and citizen of New Hampshire with a last known address of 46 Cheney Avenue, Peterborough, New Hampshire 03458. He may also have a residential address at 213 Dean Farm Road, Jeffrey, New Hampshire 03452.

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<sup>1</sup> Valley Forge Military Academy Foundation also owns the fictitious name “Valley Forge Military Academy & College.”

3. Defendant Scott Keith Newell ("Newell") is an adult individual and citizen of South Carolina with a last known address of 16 Barberry Lane, Columbia, South Carolina 29212.

4. This Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. §1332 as Plaintiff VFMA's claims involve citizens of different states and the amount in controversy exceeds \$75,000.00.

5. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2), *inter alia*, as a substantial portion of the events and/or omissions giving rise to Plaintiff VFMA's claims arose in this judicial district; Plaintiff is headquartered in this district, the causes of action have accrued to Plaintiff in this district, and Plaintiff's injuries were sustained in this district.

#### FACTS

6. In about August 2018, Graham made application for the enrollment of his (minor) son at VFMA, for the 2018-2019 academic year, which commenced in about late August 2018.

7. In about August 2018, Newell made application for the enrollment of his (minor) son at VFMA, for the 2018-2019 academic year, which commenced in about late August 2018.

8. On or about August 9, 2018, and as part of the enrollment process, Graham signed and agreed to VFMA's Billing and Payment Contract. A copy of Graham's signed and agreed to Billing and Payment Contract is attached hereto as Exhibit "A".

9. On or about August 9, 2018, and as part of the enrollment process, Newell signed and agreed to VFMA's Billing and Payment Contract. A copy of Newell's signed and agreed to Billing and Payment Contract is attached hereto as Exhibit "B"

10. As noted in the Billing and Payment Contract, Defendants both agreed, *inter alia*, that:

"I (we) have read this "Billing and Payment Contract" and it is agreed that any claim or dispute with or against VFMA in any manner, shall be litigated

only in either the Court of Common Pleas, Delaware County, Pennsylvania or the U.S. District Court for the Eastern District of Pennsylvania . . . it is further agreed that VFMA shall be entitled to reimbursement of its costs and reasonable counsel fees in any such litigation in which VFMA is the substantially prevailing party. It is further agreed that VFMA shall be entitled to reimbursement of its reasonable counsel fees and any and all costs collecting any amount due in accordance with this Contract.”

See Exhibits A & B (with emphasis added).

11. On or about April 1, 2019, and without any prior notice to VFMA, Defendants commenced a federal court action in this Court against VFMA,<sup>2</sup> its Board of Trustees, and the Chairperson of its Board of Trustees (the “**Underlying Action**”).

12. The Underlying Action claimed to have federal court diversity jurisdiction.

13. However, Defendants knew, or had reason to know, that, inter alia:

- a. the Underlying Action lacked federal court jurisdiction;
- b. the Underlying Action lacked federal court diversity jurisdiction;
- c. the Underlying Action lacked federal court diversity jurisdiction because Defendants knew that Graham had the same (South Carolina) state of citizenship as that of at least one of the Defendants in the Underlying Action, which thereby destroyed federal court diversity jurisdiction; and
- d. the Underlying Action also lacked federal court diversity jurisdiction because Defendants knew, or had reason to know, that Defendants had less than the requisite \$75,000 in alleged damages in order to obtain federal court diversity jurisdiction.

14. Defendants were physically present during the April 1, 2019 hearing on their request for a TRO and Preliminary Injunctive Relief in the Underlying Action.

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<sup>2</sup> Defendants sued Valley Forge Military Academy and College which, as set forth previously, is a fictitious name owned by Plaintiff VFMA.

15. At the hearing on the afternoon of April 1, 2019 before the U.S. District Court emergency judge assigned to hear Defendants' request for a TRO and Preliminary Injunctive Relief in the Underlying Action:

- a. VFMA noted that the Underlying Action lacked federal court diversity jurisdiction because Graham had alleged in their Complaint that he was himself a citizen of the State of South Carolina, even as he was also suing the VFMA's Board of Trustees that also included a citizen and resident of South Carolina; At the conclusion of the hearing on April 1, 2019, the federal court emergency judge denied, from the bench, Graham's request for a TRO and Preliminary Injunction in the Underlying Action.

16. The next day, April 2, 2019, the emergency judge filed her written opinion regarding her denial of Defendants' Motion for TRO in the Underlying Action. The judge noted that diversity jurisdiction appeared to be lacking.

17. On about April 11, 2019, VFMA filed its pre-Answer Motion to Dismiss Defendants' Complaint in the Underlying Action noting, *inter alia*, that there was no diversity jurisdiction between the parties.

18. At a status conference on April 23, 2019, the federal judge directed Defendants to file a written Response to VFMA's Pre-Answer Motion to dismiss the Complaint in the Underlying Action by May 28, 2019.

19. On May 28, 2019, Defendants did not file any Response to the VFMA pre-Answer Motion to Dismiss but, rather, filed on May 28, 2019 an Amended Complaint in the Underlying Action which dropped all of the counts and causes of action that had previously been asserted in the original Complaint and, instead, purported to assert a cause of action for breach of contract.

20. VFMA was forced to incur more expense in filing yet another pre-answer Motion to Dismiss the Amended Complaint in the Underlying Action, which, again, noted that the Amended Complaint lacked diversity jurisdiction and should be dismissed.

21. By Order dated November 27, 2019, the Court granted VFMA's pre-Answer Motion to Dismiss the Amended Complaint, and permitted Defendants an opportunity to file a Second Amended Complaint within 21 days.

22. Defendants did not file a Second Amended Complaint as permitted by the Court's November 27, 2019 Order and the Underlying Action was dismissed.

23. Accordingly, VFMA was the substantially-prevailing party in the Underlying Action.

24. Defendants are obligated to pay or reimburse VFMA for any of the fees and costs which it had incurred in defense of the Underlying Action as required by the Billing and Payment Contract.

25. All conditions precedent hereto have occurred or have been performed

**COUNT I**  
**(Breach of Contract)**

26. All paragraphs above are hereby incorporated by reference.

27. On or about August 9, 2018, Defendants both signed a written Billing and Payment Contract with VFMA. *See* Exhibits "A" & "B".

28. The Billing and Payment Contract required that, *inter alia*, both Defendants reimburse VFMA its costs and reasonable counsel fees in any litigation in which VFMA is the substantially prevailing party.

29. VFMA was the substantially prevailing party in the Underlying Action.

30. Accordingly, VFMA is entitled to its costs and reasonable counsel fees incurred in the Underlying Action.

31. VFMA paid at least \$103,323.81 in attorneys' fees and costs to defend itself in the Underlying Action.

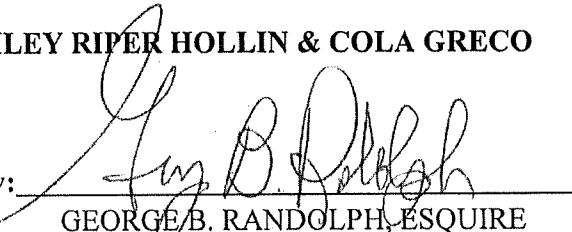
32. Defendants have failed and refused to pay reimburse VFMA its counsel fees and costs incurred in the Underlying Action.

33. VFMA is entitled to damages against both Defendants, jointly and severally, in the amount of at least \$103,323.81.

**WHEREFORE**, Plaintiff Valley Forge Military Academy Foundation, d/b/a Valley Forge Military Academy demands judgment in its favor and against Defendants Derek James Graham and Scott Keith Newell, jointly and severally for at least \$103,323.81, plus costs, reasonable counsel fees, interest, and such other relief as this Court deems just and appropriate.

Respectfully submitted,

**RILEY RIPER HOLLIN & COLA GRECO**

By: 

GEORGE B. RANDOLPH, ESQUIRE  
DAVID L. BLACK, ESQUIRE  
Attorney I.D. Nos. 39278, 93173  
717 Constitution Drive, Suite 201  
Exton, PA 19341  
Telephone: (610) 458-4400  
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[george@rrhc.com](mailto:george@rrhc.com)  
[davidb@rrhc.com](mailto:davidb@rrhc.com)  
*Attorneys for Plaintiff*

Dated: May \_\_\_, 2022

**EXHIBIT “A”**

**DURING ADMISSIONS REVIEW**

**THE PRE-STatement**

I (We) understand that we are expected to pay all of the fees required to begin the process of application to Valley Forge Military Academy (VFMA).

New Student Application Fee \$100 (non-refundable processing fee). Upon acceptance in writing, I (We) will be required to pay a \$500 tuition deposit which will be applied to the cost of school.

English Language Institute Application Fee \$100 (non-refundable). Upon acceptance in writing, I (We) will be required to pay a \$500 deposit which will be applied to the cost of school.

Re-Application Fee \$100 (non-refundable processing fee) is required from all cadets who are returning after a break in school. Upon enrollment of being re-enrolled, I (We) will be required to pay a \$500 initial deposit which will be applied to the cost of school.

**STATEMENT OF ACKNOWLEDGEMENT, UNDERSTANDING, AND AGREEMENT**

I (We) acknowledge, understand and agree that by signing the Cadet Contract:

- Will be subject to and abide by the prevailing rules and regulations as stated in the VFMA publications, *The Cadet and The Family System*.
- Must have all immunization, physical, and health forms on file before the first day of residence and that VFMA may require additional testing for communicable diseases as determined by health center personnel.
- May from time to time be subject to blood, urine, and/or hair follicle screening and/or other testing and/or substance (drug and/or alcohol) use, both on a random and a suspicion-of-use basis. I (We) consent to the release of test results and other relevant medical information to the Commandant and the President, and/or other designated agents of VFMA; and I (We) release VFMA and its officers, employees, directors, trustees and agents

from any and all liability which they might otherwise incur arising out of or related to such testing. Directed testing will be at the expense of the Cadet/Parent.

Is subject to immediate dismissal by the President, if it is determined that my son/ward has committed an immoral and/or criminal act or other serious offense, or violated prevailing rules and regulations regarding substance (alcohol/illegal substance) use and/or possession, but not limited to, regulations regarding substance

or multimedia publicity and/or promotional materials and as VFMA Cadet waives my right with regard to the Cadet's picture or likeness as well as any compensation for such exposure.

I (We) also acknowledge, understand, and agree that:

• VFMA will not send for school transcripts until the Application Fee has been paid.

• A \$500 deposit will be requested upon notification of acceptance, and that this deposit will be applied to the cost of school, and that it is non-refundable after 1 July.

• By proceeding with application for admission to VFMA for our son/ward that I (We) are in agreement with and will abide by the Policies as stated herein.

• Any misrepresentation or omission of material information made on the application or during the admissions process may result in revocation of the offer of admission and/or enrollment in, or the involuntary withdrawal of my son/ward from VFMA.

VFMA is focused on success for your child, the key to which is for the Cadet to establish partnerships with the members of the Staff and Faculty, fellow Cadets, and parents/guardians. VFMA reserves the right to dismiss or not re-enroll a Cadet if the Administration reasonably concludes that the actions of the Cadet and the parents/guardians interfere with establishing and maintaining a positive and constructive relationship or otherwise seriously interferes with the accomplishment

In case of dismissal for violation of school regulations or withdrawn for any reason whatsoever, a credit to the account will be applied as provided in the Refund Policy and any unpaid balance shall become immediately due and payable.

I (We) have read this "Billing and Payment Contract" and it is agreed that any claim or dispute with or against VFMA in any manner, shall be litigated only in either the Court of Common Pleas, Delaware County, Pennsylvania or the US District Court for the Eastern District of Pennsylvania, to whose exclusive jurisdiction I (We) submit. I (We) agree that any claim or cause of action or suit that I (We) might assert or have against VFMA must be brought and filed against VFMA not later than two (2) years after the Student

ceases being a student at VFMA, and regardless of whether such claim or cause of action relates to either acts or failures to act, or sounds in contract or in tort. It is further agreed that VFMA shall be entitled to reasonable costs and reasonable counsel fees in any such litigation in which VFMA is the substantially prevailing party. It is further agreed that VFMA shall be entitled to reimbursement of its reasonable counsel fees and my and all costs of collecting any amount due in accordance with this Contract.

VFMA's rights under this Billing & Payment Contract also apply to all future years of attendance at VFMA by the applicant or student.

**VALLEY FORCE  
MILITARY ACADEMY**

**2018-2019**

**BILLING AND PAYMENT CONTRACT**

**Business Office (610) 988-1240  
Admissions Office (610) 988-1450  
Financial Aid Office (610) 988-1305**

**Important Telephone Numbers**

Business Office (610) 988-1240  
Admissions Office (610) 988-1450  
Financial Aid Office (610) 988-1305

Internet: [vfmacad.edu](http://vfmacad.edu)

Cadet ID# 155923      ISAM Date Aug 9/18  
Signature: [Signature]      Parent/Guardian: [Signature]  
Signature: [Signature]      ISAM Date Aug 9/18  
Signature: [Signature]      Parent/Guardian: [Signature]  
Signature: [Signature]      ISAM Date Aug 9/18

**AFTER ACCEPTING ADMISSION**

Valley Forge Military Academy (VFMA) is a non-profit organization that must meet its financial responsibilities through tuition and fees. By enrolling, parents and cadets accept responsibility for the total annual cost, regardless of payment method used. If the financial account is not current at any time, or any other payment is delinquent, VFMA reserves the right to not permit cadets to start school or be admitted to any class, examination or activity, including pre-season athletic practice. Failure to maintain payment obligations may result in dismissal. VFMA will not issue a diploma, degrees, transcripts, or reports until all financial obligations have been settled.

**TUITION/DEPOSIT**

The tuition deposit of \$500 reserves the cadet's space in the incoming Corps of Cadets and is due upon formal acceptance. This fee will be applied towards tuition.

**RE-ENROLLMENT FEE**

Re-enrolling cadets are assessed a Re-enrollment Fee of \$500 due by 15 May which will be applied towards tuition.

**COST OF ATTENDANCE - DAY****ACADEMY - Middle School - Day**

	Fall-Year	Mid-Year
Enrolling:	\$27,475	\$17,950
Tuition:	\$2,900	\$ 1,450
Total:	\$30,375	\$19,400

**INTERNATIONAL STUDENTS**

International Students are required to pay an Out-of-Country Fee (\$2,000.00 full w/ \$1,500 refund) to cover costs of USCGS Visa processing costs as well as costs for international mailing. They are also required to purchase health insurance (See Business Office for rate).

**BOOKS AND SUPPLIES**

A Line of Credit of \$4,000 for school supplies is required to be established with the Cadet Store. The purchase of books and supplies are arranged through Sodexo at the Cadet Store. Contact the Cadet Store at (610) 989-1530.

**REFUND POLICY**

The Tuition Deposit and Re-enrollment fees are non-refundable except for the following two exceptions:

Failure to in-process due to physical disability, or if the admissions office is notified of the cancellation of an application in writing no later than 1 July for Fall and 1 November for mid-year. All Deposits and Re-enrollment fees will be forfeited after these dates.

When an applicant has been accepted for admission, it is assumed that the student will remain for the entire academic year. Planning and contracting for services are done for the entire year. Hiring of faculty and staff is based on the entire year. When cadets leave early, these expenses are still present. Valley Forge Military Academy Refund Policy is clearly outlined as follows:

- Cadets who withdraw or are dismissed during the first four weeks of reporting are billed at 75% of tuition and room.
- Cadets withdrawn or dismissed after the fourth week are billed at 100% of tuition and room.
- Dining is prorated on a weekly basis [i.e., Sunday through Saturday, a full week is charged for any portion used].
- Cadets changing their residency status from 7 day boarder to 5 day boarder or to day student will not receive a refund for the difference in residency status.
- Cadets enrolling after the normal reporting period are subject to the refund policy as if they had reported on time.

\* Private scholarships and private/alternative loans will be included in accordance with the specific scholarship/loan program guidelines.

\* Fees for Optional Programs & Activities, Developmental Reading and Medical Management are non-refundable once classes have started.

\* All VFMA scholarships, Grants and discounts will be adjusted in accordance with VFMA policy.

\* Payment dates are subject to change

**COST OF ATTENDANCE - BOARDER**

Fees are assessed for Optional Programs & Activities such as:

- Salt Preparation,
- Music Lessons,
- Riding Instruction (Non-D Troop students)
- Driver Education,
- Judo,
- Scuba,
- D Troop (Cavalry)

**OPTIONAL PROGRAMS & ACTIVITIES**

Private scholarships and loans for all Cadets will be credited as directed by the specific scholarship or loan program. A limited amount of VFMA Scholarships and grants are available for students subject to certain terms and conditions. Discounts for two or more family members enrolled at the same time are available.

**PAYMENT PLAN OPTION**

You may pay the cost of full year attendance in ten (10) monthly installments beginning 1 June. This service is provided through Higher Education Services and requires a small annual application fee. Contact HES at 1-800-422-0010 or visit their website at [www.hesloans.com/institution/vfma](http://www.hesloans.com/institution/vfma).

	Full-Year	Mid-Year
Boarding:	\$27,475	\$17,950
Tuition:	\$ 9,250	\$ 4,625
Room:	\$ 3,675	\$ 1,875
Dining:	\$20,250	\$10,125
Total:	\$45,575	\$27,250

	Full-Year	Mid-Year
Boarding:	\$27,475	\$17,950
Tuition:	\$ 9,250	\$ 4,625
Room:	\$ 3,675	\$ 1,875
Dining:	\$10,125	\$5,062.50
Total:	\$45,575	\$27,250

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Total:	\$45,575	\$27,250

	Full-Year	Mid-Year
Boarding:	\$27,475	\$17,950
Tuition:	\$ 9,250	\$ 4,625

**EXHIBIT “B”**

DURING ADMISSION REVIEW

THE HEBREW

I (We) understand that we are expected to pay ~~one~~ of the following to begin the process of application to Valley Forge Military Academy (VFMAC):

**New Student Application Fee:** \$20 (non-refundable processing fee). Upon acceptance in writing, I (We) will be required to pay a \$500 initial deposit which will be applied to the cost of school.

**English Language Institute Application Fee:** \$100 (non-refundable). Upon acceptance in writing, I (We) will be required to pay a \$500 deposit which will be applied to the cost of school.

**Re-Application Fee:** \$100 (non-refundable processing fee) is required from all students who are returning after a break in school. Upon notification of being re-enrolled, I (We) will be required to pay a \$500 initial deposit which will be applied to the cost of school.

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UNDERTANDING, AND AGREEMENT

I (We) acknowledge, understand and agree that by signing the Cadet:

- Will be subject to and abide by the prevailing rules and regulations as stated in the VFM publications, *The Cadet Guide and The Honor System*.
- Must have all immunization, physical, and health forms on file before the first day of instruction and that VFM may require additional testing to determine that communicable diseases as determined by health center personnel.
- May from time to time be subject to blood, urine and/or hair follicle screening and/or other testing for substance (drug and/or alcohol) use, both random and a suspicion-obtuse basis. I (We) consent to the release of test results and other relevant medical information to the Commandant and the President, and/or other designated agents of VFM; and I (We) release VFM, and officers, employees, directors, trustees and agents

- I subject to immediate dismissal by the President. If it is determined that my son/ward has committed an immoral and/or criminal act or other serious offense(s) and violated prevailing rules and regulations including but not limited to, regulations regarding substance (alcohol/mlegal substance) use and/or possession.
- May be the subject of photographs and other media publicity and/or promotional materials and as a VFMIA Cadet waives my rights with regard to the Cadet's picture or likeness as well as any compensation for such exposure.
- I (We) also acknowledge, understand, and agree that:
  - VFMIA will not send for school transcripts until the Application Fee has been paid.
  - A \$500 deposit will be requested upon notification of acceptance, and that this deposit will be applied to the cost of school, and that it is non-refundable after 1 July.
  - By proceeding with application for admission to VFMIA for our son/ward that I (We) are in agreement with and will abide by the Policies as stated herein.
  - Any misrepresentation or omission of material information made on the application or during the admissions process may result in revocation of an offer of admission and/or enrollment in, or the involuntary withdrawal of my son/ward from VFMIA.
  - VFMIA is focused on success for your child, the key to which is for the Cadet to establish partnerships with the members of the Staff and Faculty, fellow Cadets, and parents/guardians. VFMIA reserves the right to dismiss or not re-enroll a Cadet if the Administration reasonably concludes that the actions of the Cadet or the parents/guardians interfere with establishing and maintaining a positive and constructive relationship or otherwise seriously interferes with the accomplishment of the VFMIA Mission.

**WAYNE, PENNSYLVANIA 19087-3333**

**Important Telephone Numbers**

**Businesses Office (610) 989-1230**  
**Admissions Office (610) 989-1490**  
**Financial Aid Office (610) 989-1300**

**WAYNE, PENNSYLVANIA 19087-3232**

BILLING AND  
PAYMENT CONTRACT

<u>AFTER ACCEPTING ADMISSION</u>		<u>COST OF ATTENDANCE - DAY</u>	
Valley Forge Military Academy ("VFMA") is a non-profit organization that must meet its financial responsibilities through tuition and fees. By enrolling, parents and cadets accept responsibility for the total annual cost, regardless of payment method used. If the financial account is not current at any time, or any other payment is delinquent, VFMA reserves the right to not permit cadets to start school or be admitted to any class, examination or activity, including pre-season athletic practice. Failure to maintain payment obligations may result in dismissal. VFMA will not issue a diploma, degree, transcript, or reports until all financial obligations have been settled.			
<u>TUITION DEPOSIT</u>			
The tuition deposit of \$500 reserves the cadet's space in the incoming Corps of Cadets and is due upon formal acceptance. This fee will be applied towards tuition.			
<u>RE-ENROLLMENT FEE</u>			
Re-enrolling cadets are assessed a Re-enrollment Fee of \$500 due by 15 May which will be applied towards tuition.			

<u>ACADEMY - Middle School - Day</u>		<u>ACADEMY - High School - Day (Grades 9-12)</u>	
Enrollings	Full-Year	Mid-Year	
Tuition	\$27,475	\$17,950	
Room	\$ 9,250	\$ 4,625	
Dining	\$ 7,350	\$ 3,675	
Total	\$44,075	\$26,250	

<u>ACADEMY - High School - Day (Grades 9-12)</u>		<u>ACADEMY - High School (Grades 9-12)</u>	
Cadets	Full-Year	Mid-Year	
Enrollings	\$27,475	\$17,950	
Tuition	\$ 9,250	\$ 4,625	
Room	\$ 7,350	\$ 3,675	
Dining	\$44,075	\$26,250	
Total	\$45,575	\$22,750	

<u>OPTIONAL PROGRAMS &amp; ACTIVITIES</u>		<u>PAYMENT SCHEDULE</u>	
Fees are assessed for Optional Programs & Activities such as:		1) First payment of \$25,000 is due by 1 August. Payment is to include Special Activities.	
2) Balance of Student account is due by 1 November.		Balance of Student account is due by 1 November.	
3) Payment Methods - Check, money order, wire transfer, cash or credit card (3% fee for credit card).		Payment Methods - Check, money order, wire transfer, cash or credit card (3% fee for credit card).	
4) Late payments are subject to a \$15.00 charge.		Late payments are subject to a \$15.00 charge.	
5) All Payments for Mid-Year Cadets are due upon arrival.			

<u>OPTIONAL PROGRAMS &amp; ACTIVITIES</u>		<u>PAYMENT PLAN OPTION</u>	
Fees are assessed for Optional Programs & Activities such as:		You may pay the cost of full year attendance in 10 monthly installments beginning 1 June. This service is provided through Higher Education Services and requires a small annual application fee. Contact HES at 1-800-472-0010 or visit their website at <a href="http://www.highereducationservices.com">www.highereducationservices.com</a> .	
SAT Preparation,		• Private scholarships and private/alternative loans will be submitted in accordance with the specific scholarship loan program guidelines.	
Music Lessons,		• Fees for Optional Programs & Activities, Developmental Reading and Musical Management are non-refundable once classes have started.	
Riding Instruction (Non-D Troop students)		• All VFMA scholarships, grants and discounts will be adjusted in accordance with VFMA policy.	
Direct Education,			
Judo,			
Scuba,			
D Troop (Cavalry)			
E Battery (Artillery)			
Changes will be assessed when a cadet becomes bed patient in the Health Center, or if daily administration of medications is required.			
A Health Insurance Plan is available.			

<u>INTERNATIONAL STUDENTS</u>		<u>REFUND POLICY</u>	
International Students are required to pay an Out-of-Country Fee (\$2,000.00 full w/ \$1,500 mid-year) to cover costs of USCIS/Visa processing costs as well as costs for international mailings. They are also required to purchase health insurance. (See Business Office for rates).		The Tuition Deposit and Re-enrollment Fee are non-refundable except for the following two exceptions: failure to re-enroll due to physical disability, or if the Admissions Office is notified of the cancellation of an application in writing no later than 1 July for Fall and 1 November for mid-year. All Deposits and Re-enrollment fees will be forfeited after these dates.	
<u>BOOKS AND SUPPLIES</u>			
A Line of Credit of \$1,000 for school supplies is required to be established with the Cadet Store. The purchase of books and supplies are arranged through Sodexo at the Cadet Store. Contact the Cadet Store at (610) 599-1520.			
<u>ALLOWANCE</u>			
An allowance account can be set up for cadets and is arranged through Sodexo at the Cadet Store. Contact the Cadet Store at (610) 599-1520.			
<u>FINANCIAL AID APPLIED TO BILL</u>			
Private scholarships and loans for all Cadets will be credited as directed by the specific scholarship or loan program. A limited amount of VFMA Scholarships and grants are available for students subject to cadet terms and conditions. Discounts for two or more family members enrolled at the same time are available.			
• Cadets who withdraw or are dismissed during the first four weeks of reporting are billed at 75% of tuition, room and board.			
• Cadets withdrawn or dismissed after the fourth week are billed at 100% of tuition, room, and board.			
• Payment is posted on a weekly basis (i.e. Sunday through Saturday), a full week is charged for any portion used.			
• Cadets changing their residency status from 7 day boarder to 5 day boarder or to day student will not receive a refund for the difference in residency status.			
• Cadets arriving after the normal reporting period are subject to the refund policy as if they had reported on time.			
• Private scholarships and private/alternative loans will be submitted in accordance with the specific scholarship loan program guidelines.			
• Fees for Optional Programs & Activities, Developmental Reading and Musical Management are non-refundable once classes have started.			
• All VFMA scholarships, grants and discounts will be adjusted in accordance with VFMA policy.			

\*For additional information, contact the Business Office at (610) 599-1520.

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**VERIFICATION**

I, D. ERIC SAUL, hereby represent that I am authorized to make this verification and hereby state that the averments in the foregoing Complaint are true and correct to the best of my knowledge, information and belief, understanding that false statements herein made are subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

D. E. Saul  
CFO / VFMAC

Dated: 3/17/22